

December 8, 2004

WHEREAS, the deed restrictions in the attached instrument have been volunteered in connection with a tract of land located on the east side of Hillcrest Road, south of the President George Bush Freeway (Highway 190), and containing approximately 2.5 acres, which is the subject of Zoning Case No. Z034-286(WE); and

WHEREAS, the City Council desires to accept the deed restrictions in the attached instrument; Now, Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

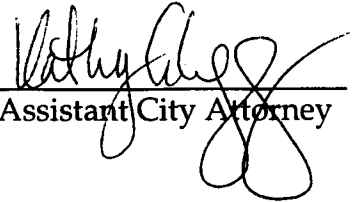
**Section 1.** That the deed restrictions in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property that is the subject of Zoning Case No. Z034-286(WE).

**Section 2.** That these deed restrictions must be filed in the Deed Records of Collin County, Texas.

**Section 3.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**MADELEINE B. JOHNSON, City Attorney**

By:   
Assistant City Attorney

**APPROVED BY  
CITY COUNCIL**

DEC 08 2004

  
City Secretary

APPROVED \_\_\_\_\_  
HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
DIRECTOR OF FINANCE

APPROVED \_\_\_\_\_  
CITY MANAGER

**DEED RESTRICTIONS**

THE STATE OF TEXAS     §  
                                       §     KNOW ALL PERSONS BY THESE PRESENTS:  
 COUNTY OF COLLIN       §

**I.**

The undersigned, Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole ("the Owner") is the owner of the following described 2.5093 acres of property ("the Property"), situated in the City of Dallas ("City"), Collin County, Texas, being described as a tract of land out of the Martha McBride Survey, Abstract No. 553, in City Block 8734, and being a portion of that land conveyed to Frankford Associates by deed dated September 12, 1977, and recorded in Volume 1072, Page 82 in the Deed Records of Collin County, Texas, and being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference as if same were recited verbatim herein.

**II.**

If the Property is developed and/or used for a hospital use and/or a convalescent and nursing homes, hospice care, and related institutions use, the Owner does hereby impress all of the Property with the following deed restrictions ("Restrictions"), to wit:

- A. The Owner will structurally and aesthetically rework (for the entire length of the southern boundary line of the Property), the existing screening wall located off of the Property, but immediately adjacent to the southern boundary line of the Property, or the Owner will remove all or a portion of the existing screening wall and reconstruct it to create an 8' solid masonry screening wall. The wall must be reworked or reconstructed to be consistent with the design, colors and materials of the existing off-site screening wall for the residential development immediately adjacent to the southern boundary of the Property.
- B. The Owner will construct buildings and structures located on the Property using materials that are (1) brick similar in color to the off-site wall immediately adjacent to the southerly boundary of the Property, (2) stone or faux stone, (3) stucco, (4) EIFS, or (5) Dryvet as generally shown on Exhibit "B", attached hereto. Additionally, the roof will consist of composition shingles.
- C. The Owner will notify, by certified mail return receipt requested, the President of the North Dallas Neighborhood Alliance (the "Alliance") of any subsequent zoning changes, development plan amendments, landscape plan amendments, or amendments of public deed restrictions affecting the Property. Notice will be sent (at the same time any changes are filed with the City) to the address on file with the City for the North Dallas Neighborhood Alliance. Mailing of said notice to the referenced address will be deemed compliance with the provision whether or not it is received by the Alliance.

**III.**

These restrictions shall continue in full force and effect for a period of twenty (20) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.

**IV.**

These restrictions may be amended or terminated only after public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or their sole cost and expense before the amendment or termination becomes effective.

**V.**

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

**VI.**

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise. For violations of these restrictions that occur after the sale of the Property to a subsequent purchaser, the City shall not seek to enforce these restrictions against a prior owner of the Property.

**VII.**

The Owner agrees to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provisions of this document.

**VIII.**

The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

IX.

Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

X.

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

XI.

The Owner certifies and represents that there are no liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

The invalidation of any provision of this instrument by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 16 day of November, 2004.

OWNER:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole



*mrc*

By: Terry F. Rudd

Its: AUTHORIZED AGENT

Print Name: TERRY F. RUDD

**APPROVED AS TO FORM:**

Madeleine B. Johnson, City Attorney

By: [Signature]  
Assistant City Attorney



Property Description

Being a tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553, Collin County, Texas, and being part of Block 8734 of the City of Dallas, Collin County, Texas, said tract of land also being part of that certain of land conveyed to Frankford Associates by deed dated September 12, 1977, and duly recorded in Volume 1072, Page 82, Deed Records of Collin County, Texas, and being more particularly described as follows:

Beginning at a ½-inch iron rod set in the North line of Highland Creek Estates, an addition to the City of Dallas as recorded in Cabinet "F", Page 782, Map Records of Collin County, Texas, and being in the proposed Easterly right-of-way line of Hillcrest Road (Proposed 80 foot R.O.W.), said point being South 63 degrees 50 minutes 00 seconds West, 40.91 feet along the North line of said Highland Creek Estates, from a ½-inch iron rod set at the most Northerly corner of said Highland Creek Estates with the proposed centerline of said Hillcrest Road, said beginning point also being in a curve to the left, having a central angle of 13 degrees 35 minutes 01 seconds, a radius of 840.00 feet, a tangent distance of 100.04 feet, a chord bearing and distance of North 07 degrees 34 minutes 30 seconds East, 198.68 feet;

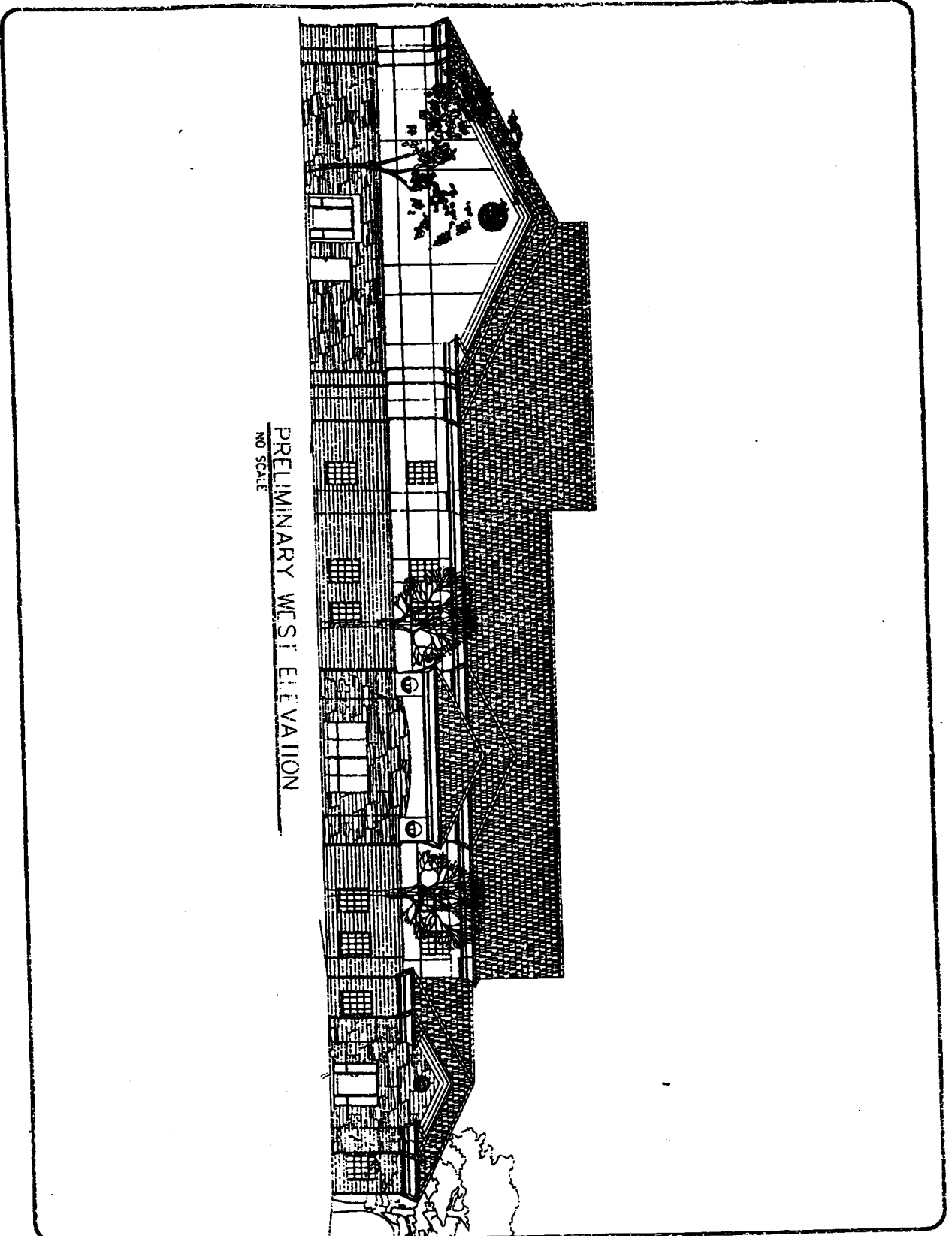
THENCE, along the proposed Easterly right-of-way line of said Hillcrest Road with said curve to the left, an arc length of 199.15 feet to a 1-inch iron rod set for corner at the point of tangency of said curve;

THENCE, North 00 degrees 46 minutes 59 seconds East, continuing along the proposed Easterly right-of-way line of said Hillcrest Road, a distance of 4.00 feet to a ½-inch iron rod set for corner;

THENCE, South 89 degrees 11 minutes 16 seconds East, leaving the proposed Easterly right-of-way line of said Hillcrest Road, a distance of 362.55 feet to a ½-inch iron rod set for corner;

THENCE, South 01 degrees 11 minutes 40 seconds West, a distance of 382.98 feet to a ½-inch iron rod set for corner in the North line of said Highland Creek Estates;

THENCE, North 63 degrees 50 minutes 00 seconds West, along the North line of said Highland Creek Estates, a distance of 424.25 feet to the POINT OF BEGINNING and containing 109,305 square feet or 2.5093 acres of land, more or less.



PRELIMINARY WEST ELEVATION  
NO SCALE

DATE	08/28/74
PROJECT	PROPOSED SKILLED NURSING FACILITY
LOCATION	DALLAS, TEXAS

PROPOSED  
**SKILLED NURSING FACILITY**  
DALLAS, TEXAS

**RICHARD HUMISTON ARCHITECT**  
6840 MAY AVENUE FORT WORTH, TX 76104  
(817) 738-6800 TEL. (817) 738-6800



EXHIBIT "B"